



County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

January 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF THREE-YEAR LEASES WITH THE LOS ANGELES COUNTY LAW LIBRARY (ALL AFFECTED) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Mayor to sign each of the attached eight, three-year leases, with the Los Angeles County Law Library (LACLL) for eight Courthouse locations, totaling 20,576 square feet of space.
2. Find that these leases are categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061 (b) (3) of the State CEQA Guidelines.
3. Find that the space required for the branches of the LACLL is not presently needed for County use.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to formalize the occupancy of LACLL in each of the County Courthouses where a branch library is currently operated. LACLL's presence at these facilities evolved over time without the benefit of a formal agreement. This office has not been able to ascertain how these occupancies were originally arranged. Branch locations include Compton, Long Beach, Norwalk, Pasadena, Pomona, Santa Monica, Torrance and Van Nuys Courthouses and comprise a total of 20,576 net square feet.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

A lease agreement for each library location will provide flexibility, in case one or more branch libraries need to be terminated in the future due to budgetary considerations, as it was recently the case with the Beverly Hills branch, and ensure that the County is protected from liability related to the operation of the libraries by LACLL.

Business and Professions Code Section 6300 et seq. requires that sufficient quarters for the use of each county's law library be provided by the County unless the law library board determines that it has sufficient funds, over and above those for maintenance expenses, to provide its own quarters. LACLL has indicated they are experiencing financial difficulties and have taken measures to curtail expenses and increase revenue. In addition to the closure of the Beverly Hills branch, hours of operation have been reduced at all other locations, and fees and deposits have been increased. On November 29, 2005, your Board approved LACLL's recommendation for an increase of the LACLL's component of the civil filing fee to compensate for revenue loss as a result of a continued decline in civil filings. Consequently, each branch library lease provides use of the space for LACLL without charge.

The County anticipates that each of these lease agreements, and the funding to support it, will be transferred to the State as court-related space under the Trial Court Facilities Transfer legislation upon the transfer of responsibility for each of the courthouses.

IMPLEMENTATION OF STRATEGIC GOALS

The Countywide Strategic Plan directs that we provide the public with quality services that are both beneficial and responsive (Goal 1). Allowing the use of County property not needed for other County purposes to serve as branch library locations for the benefit of court users and the general public is consistent with that goal.

FISCAL IMPACT/FINANCING

LACLL branch libraries are already in place and have been maintained by the County for many years, at County expense, estimated at about \$175,000 annually, based on the average cost of utilities, maintenance, and custodial costs in County-owned buildings. Consequently, the leasing of these facilities to LACLL will not have a significant impact for the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The initial LACLL came into existence in 1891 after the California State Legislature enacted a law requiring each County in California to maintain a law library. As Los Angeles County expanded and developed, the LACLL also expanded out of the Courthouse located at the corner of Broadway and Temple, into the Merchants Trust Building located at 207 South Broadway, then into the Hall of Records in 1912 and finally over to the building located at 301 West 1st Street which was dedicated in 1953 and is owned by LACLL, and for which the County maintains a reversionary interest.

Over the years, branch libraries were established at nine other court locations including Compton, Long Beach, Norwalk, Pasadena, Pomona, Santa Monica, Torrance, Van Nuys and Beverly Hills. The Beverly Hills location was closed in August of 2004 due to budgetary considerations.

As previously stated, LACLL is not in a financial position to provide its own quarters at its various branches, and as a result each library branch lease is provided at no charge. The lease documents have been reviewed and approved as to form by County Counsel.

The courthouses, location and square footage currently occupied and operated by LACLL are as follows:

Courthouse	Location	Square Feet
Compton	200 Compton Boulevard, Compton, CA	3,910
Long Beach	413 Ocean Boulevard, Long Beach, CA.	2,353
Norwalk	12720 Norwalk Boulevard, Norwalk, CA	3,192
Pasadena	300 East Walnut, Pasadena, CA	3,143
Pomona	400 Civic Center Drive, Pomona, CA	2,970
Santa Monica	1725 Main Avenue, Santa Monica, CA	1,302
Torrance	825 Maple Avenue, Torrance, CA	1,360
Van Nuys	6230 Sylmar, Van Nuys, CA	2,346
Total square feet		20,576

IMPACT ON CURRENT SERVICES (OR PROJECTS)

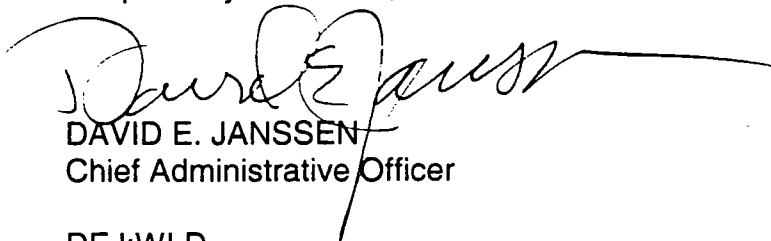
The continuing operation of the branch libraries of the LACLL should not have any impact on current services.

The Honorable Board of Supervisors
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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return original copies of each executed lease, two certified copies of the Minute Order, and the adopted Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:cc

Attachments (8)

c: County Counsel
Los Angeles County Law Library
Superior Court

LALawBranches.b.rev2

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 3,910 square feet of space on the 2nd floor, room 201 in the County courthouse located at 200 Compton Boulevard in Compton, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. **PAYMENT**

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

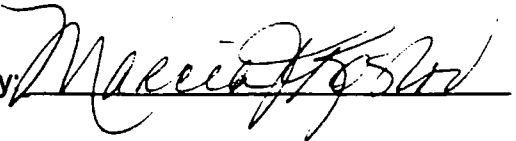
This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

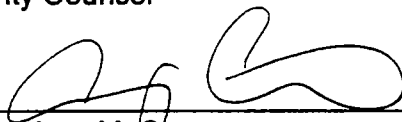
By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 200 Compton Boulevard, Compton, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 2,353 square feet of space on the 5th floor, room 505 in the County courthouse located at 413 Ocean Boulevard, Long Beach, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

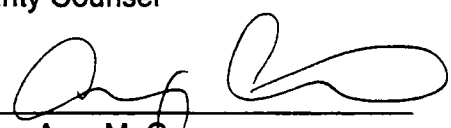
By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 413 Ocean Boulevard, Long Beach, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 3,192 square feet of space on the 7th floor, room 714 in the County courthouse located at 12720 Norwalk Boulevard, Norwalk, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. **ENFORCEMENT**

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. **COUNTY LOBBYIST ORDINANCE:**

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. **NOTICES**

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

/

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

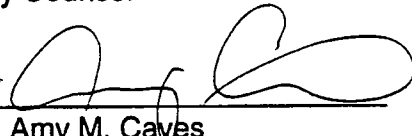
By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 12720 Norwalk Boulevard, Norwalk, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 3,143 square feet of space on the 1st floor, room 102 in the County courthouse located at 300 East Walnut, Pasadena, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

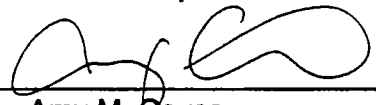
By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 300 East Walnut, Pasadena, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 2,970 square feet of space on the 1st floor; room 102 in the County courthouse located at 400 Civic Center Drive, Pomona, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. **PAYMENT**

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. **OPERATING RESPONSIBILITIES**

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

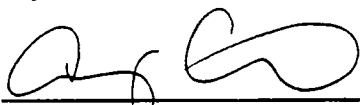
By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 400 Civic Center Drive, Pomona, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES**

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 1,302 square feet of space on the 2nd floor, room 219 in the County courthouse located at 1725 Main Avenue, Santa Monica, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

/ /

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel


By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 1725 Main Avenue, Santa Monica, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. **PREMISES**

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 1,360 square feet of space on the 1st floor, room 110 in the County courthouse located at 825 Maple Avenue, Torrance, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. **TERM**

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

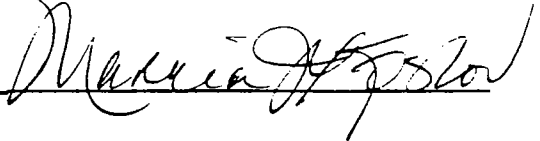
This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel


By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 825 Maple Avenue, Torrance, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.

LEASE AGREEMENT

THIS LEASE AGREEMENT (Lease), is made and entered into this _____ day of _____, 2005,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County,"

AND

LOS ANGELES COUNTY LAW LIBRARY, hereinafter referred to as "Lessee,"

WHEREAS, County is the owner of certain real property which is not required exclusively for County use; and

WHEREAS, Lessee is desirous of using on an exclusive basis, a portion only of said real property;

WHEREAS, County is willing to exercise the grant of a lease in accordance with the terms and conditions prescribed therefor;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. PREMISES

1.01 County hereby leases to the Lessee and Lessee hereby hires and rents from County on the terms and conditions hereinafter set forth, approximately 2,346 square feet of space on the 3rd floor, room 350 in the County courthouse located at 6230 Sylmar, Van Nuys, California (Building), designated as the Law Library (Premises).

1.02 The Premises shall be used only by Lessee for the sole purpose of providing a law library including references and legal documents for use by the public and for such related and incidental purposes as are consistent with the above-stated use.

1.03 Lessee shall make no alterations or improvements to the Premises furnished for the conduct of the authorized activities unless written approval is first obtained from the Chief Administrative Office (CAO); provided, however, that Lessee may replace any and all existing bookcases, cabinetry and other existing fixtures and furnishings with similar improvements from time to time as such existing improvements become worn out or are otherwise damaged or destroyed without the prior written approval of the CAO. All alterations are to be made at Lessee's expense and at no cost to the County. County acknowledges that all existing alterations and improvements to the Premises are acceptable to the County, and in the event the Lease is terminated at any time, such existing alterations and improvements may be surrendered by Lessee along with the Premises, at Lessee's option and without liability to the County for the cost of removal thereof.

1.04 Lessee shall remove all of Lessee's personal property from the Premises prior to the termination of this Lease. All alterations, remaining fixtures and remaining personal property, additions or betterments to the Premises (Improvements), shall become the property of the County upon the termination of the Lease, provided that the County may elect to have any alterations or improvements made after the date of this Lease without the County's approval (except for replacement items permitted under Paragraph 1.03) and any remaining personal property of the Lessee removed at Lessee's expense. If County elects to have such alterations, improvements or personal property removed at Lessee's expense, Lessee shall remove same and deliver the Premises in reasonably good condition to County prior to the termination of the term of this Lease.

1.05 Lessee acknowledges personal inspection of the Premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the Lease and Lessee's intended use. Lessee accepts the Premises in its present physical condition and agrees to make no demands upon the County for any improvements or alteration thereof.

1.06 Lessee hereby acknowledges the title of County and/or any other public agencies having jurisdiction there over, in and to the Premises and covenants and agrees never to assail, contest or resist said title.

2. TERM

2.01 The term of the Lease shall commence upon signature by the County of Los Angeles and terminate three (3) years thereafter.

2.02 The County and Lessee agree to execute a memorandum of the commencement date attached hereto as Exhibit "A", and by this reference incorporated herein.

2.03 In case Lessee holds over beyond the end of the term provided with the consent, express or implied, of the County, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease.

2.04 Either party shall have the option of terminating this Lease upon giving the other party notice in writing at least sixty (60) days in advance of such termination.

3. PAYMENT

In accordance with the provisions of the Business and Professions Code, Section 6361, the use of the Premises shall be without charge as mandated by the California State Legislature, including all costs and expenses of the County's operating responsibilities set forth in Paragraph 4 below.

4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. At all times, including without limitation during the making of any alterations or improvements hereunder, Lessee shall conform to and abide by all operational requirements of Municipal and County Ordinances and all State and Federal laws and regulations, including without limitation the Americans with Disabilities Act, insofar as the same or any of them are applicable (but without obligation to make any alterations or improvements to the Premises); and where permits and/or leases are required, the same must be first obtained from the regulatory agency having jurisdiction there over.

4.02 Signs. Lessee shall not post signs or advertising matter upon the Premises or improvements thereon unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld; provided that any and all existing Lessee signs are hereby deemed approved by the County.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the leased Premises, and Lessee shall prevent any accumulation thereof from occurring. Lessee shall pay all charges which may be made for the removal thereof.

4.04 Maintenance. The County shall be responsible for maintaining the Premises in a clean and sanitary condition. The County shall be responsible for any structural maintenance and repairs, and maintenance and repairs of all Building systems required for the occupancy of the Premises.

4.05 Utilities. The County shall be responsible for payment of all utilities necessary for the operation of the Premises, including heating, ventilation and air-conditioning, water, sewer, electricity and telephone. Lessee waives any and all claims against the County for compensation for loss or damages caused by a defect, deficiency, or impairment of any utility system or electrical/telephone apparatus or wires serving the Premises.

4.06 Examination of Premises. Lessee, after being provided twenty-four (24) hours notice in advance, shall permit authorized representatives of the County to enter the Premises at any time for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this Lease, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

4.07 Parking. County shall provide Lessee's employees with one non-exclusive parking spaces for use during normal business hours of the building.

5. DAMAGE OR DESTRUCTION

The County agrees that should the Premises be damaged by fire, incidents of war, earthquake, or other violent action of the elements so as to render them reasonably unfit for Lessee's use, the County shall use its best efforts within one hundred eighty (180) days of such occurrence, to repair the damaged Premises. In the event of damage by any such cause which results in damage to forty percent (40%) or more of the net usable area of the Premises or the building of which the Premises are a part, then the County shall, at its sole discretion, either commence the repair and restoration, or terminate this Lease, in which case Lessee shall surrender the Premises to the County in accordance with Paragraph 1.04.

6. HOLD HARMLESS AND INDEMNIFICATION

Lessee agrees to indemnify, defend and save harmless County and its Special Districts, elected and appointed officers, employees, and agents, the Los Angeles Superior Court, the California Judicial Council and the California Administrative Office of the Courts, their elected and appointed officers, employees and agents, from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage to the extent arising from or connected with Lessee's, or any of its officers', employees', agents' or invitees' operations in or use of the Premises, or from or connected with the actions of any officer, employee, agent, contractor or invitee of Lessee occurring within the Premises, including any Worker's Compensation suit, liability or expense, arising from or connected with services performed on behalf of Lessee by any person within the Premises pursuant to or in connection with this Lease.

7. INSURANCE

7.01 Without limiting Lessee's indemnification of County, Lessee shall provide and maintain at its own expense during the term of this Lease the following program(s) of insurance covering Lessee's operation hereunder. Such insurance shall be provided by insurer(s) satisfactory to County's Risk Manager and evidence of such programs satisfactory to the County shall be delivered to the CAO, Real Estate Division, on or before the effective date of this Lease. Such evidence shall specifically identify this Lease and shall contain express conditions that the County is to be given written notice at least thirty (30) days in advance of any material modification or termination of any program of insurance.

a. General Liability. A program including, but not limited to: comprehensive general liability, endorsed for contractual liability, independent contractor, products-completed operations, premises, broad form property damage with a combined single limit of not less than TWO MILLION DOLLARS and No/100 (\$2,000,000) per occurrence (such limit may be provided by an appropriate "umbrella" policy). Such insurance shall be primary to and not contributing with any other insurance maintained by County and shall name the County as an additional insured.

b. Workers' Compensation. A program of Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers all persons providing services by or on behalf of Lessee and all risks to such persons under this Lease.

c. Comprehensive Auto Liability. A program of insurance endorsed for all owned and non-owned vehicles with a combined single limit of at least THREE HUNDRED THOUSAND DOLLARS and No/100 (\$300,000) per occurrence.

d. Fire Legal Liability. An endorsement for fire legal liability in an amount not less than \$50,000 with a loss payee endorsement in favor of the County of Los Angeles as its interest may appear. Such coverage may be provided under the policy for general liability

e. Self Insurance. Lessee, at its sole option may elect to self-insure. To so elect, Lessee must give the County thirty (30) days written notice of its intention. Thereafter, such election shall be effective only if Lessee provides the County with the Certificates evidencing such specified coverage at least thirty (30) days prior to the effective date thereof. Lessee shall thereafter be free of its obligation to maintain commercial insurance in force for such specified coverage beyond the effective date of the certificate delivery to the County. By this procedure, the parties intend there shall be no gap in time for the required coverage.

7.02 Failure on the part of Lessee to procure or maintain required insurance shall constitute a material breach of contract upon which County may immediately terminate this Lease.

7.03 Conduct of the leased activities shall not commence until Lessee has complied with the aforementioned insurance requirements, and shall be suspended during any period that Lessee fails to maintain said policies in full force and effect.

8. TAXES AND ASSESSMENTS

The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Lessee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon Lessee's leasehold interest in the Premises and any of Lessee's improvements located thereon or personal property located therein. Lessee does not hereby concede that any real property interest held by it pursuant to this Lease is subject to real property taxation.

9. TRANSFERS

Lessee shall not, without written consent of the County, assign, hypothecate, or mortgage this agreement or sublease or lease any portion of the Premises.

10. DEFAULT

Lessee agrees that if Lessee shall fail to comply with any of the covenants and agreements herein contained to be kept by Lessee and shall not cure such failure within thirty (30) days after written notice of such failure to Lessee, then such failure shall be deemed a default by Lessee and the County may forthwith revoke and terminate this Lease; provided, however, that such failure shall not be a default if such failure could not reasonably be cured during such thirty (30) day period, Lessee has commenced the cure within such thirty (30) day period and thereafter is diligently pursuing such cure to completion.

11. WAIVER

11.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Lease or estopping either party from enforcing the full provisions thereof.

11.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this Lease shall be cumulative.

12. ENFORCEMENT

The CAO shall be responsible for the enforcement of this Lease on behalf of the County and shall be assisted therein by those officers, employees, or committees of the County having duties in connection with the administration thereof.

13. COUNTY LOBBYIST ORDINANCE:

Lessee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Lease.

14. NOTICES

Any notice required to be given under the terms of this Lease or any law applicable thereto shall be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Lessee shall be:

Los Angeles County Law Library
301 West First Street
Los Angeles, CA 90012
Attention: Library Director

or such other place as may hereinafter be designated in writing to the County by Lessee. Any notice served by mail upon the County shall be addressed to:

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea,
Manager, Property Management

or such other place as may hereinafter be designated in writing to Lessee by the Chief Administrative Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.

15. INTERPRETATION

Unless the context of this Lease clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including " are not limiting.

16. ENTIRE AGREEMENT

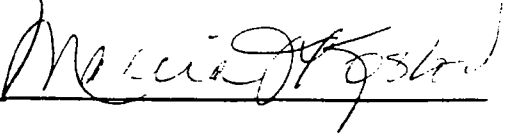
This Lease contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Lessee.

[illegible]

IN WITNESS WHEREOF, Lessee has executed this Lease or caused it to be duly executed and County of Los Angeles, by Order of the Board of Supervisors, has caused this Lease to be executed on its behalf by the Chair of said Board, the day, month and year first above written.

LESSEE

LOS ANGELES COUNTY LAW
LIBRARY

By: 

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, The Board of Supervisors

By: _____
Deputy

LESSOR

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Amy M. Caves
Senior Associate

EXHIBIT "A"

MEMORANDUM OF COMMENCEMENT DATE

This Agreement is dated this _____ day of _____, 200, for reference purposes only, by and between LESSOR, COUNTY OF LOS ANGELES AND LOS ANGELES COUNTY LAW LIBRARY, LESSEE.

1. The parties hereto have entered into a Lease dated as of _____ (the "Lease") for the leasing of a portion of the County courthouse by Lessor to Lessee, located at 6230 Sylmar, Van Nuys, California ("the Premises").

2. Lessor and Lessee hereby confirm the following:

That the term of the Lease commenced _____.